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Attorneys for the Plaintiff

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**HILDA L. SOLIS,**  
Secretary of Labor,  
United States Department of Labor,  
Plaintiff,  
v.  
**VICMOJESS ENTERPRISES, INC. doing**  
**business as SOLE MIO,**  
Defendant. } Case No.: CV 11 1522 AHM (FMOx)  
} } } } **AMENDED CONSENT  
JUDGMENT**

Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor (“Secretary”), and Defendant Vicmojess Enterprises, Inc. doing business as Sole Mio (“Defendant”), have agreed to resolve the matters in controversy in this civil action and consent to the entry of this Consent Judgment in accordance herewith:

A. The Secretary has filed a Complaint alleging that the Defendant violated provisions of Sections 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of 1938, as amended (“FLSA”);

B. Defendant appeared by counsel, waived issuance and service of Summons, and waived any answer and any defenses to the Secretary's Complaint;

C. The Secretary and Defendant waived Findings of Fact and Conclusions of

1 Law, and agreed to the entry of this Amended Judgment, without contest, to amend the  
2 original Consent Judgment entered in this matter on April 22, 2011;

3 D. Defendant admits that the Court has jurisdiction over the parties and subject  
4 matter of this civil action and that venue lies in the Central District of California;

5 **FACTUAL BACKGROUND**

6 E. Defendant is a garment manufacturer that contracts with independent gar-  
7 ment sewing contractors who produce finished garments for Defendant from textiles and  
8 designs supplied by Defendant. Pursuant to the original Consent Judgment entered in  
9 this matter, Defendant disgorged \$97,604.35 to the U.S. Department of Labor, Wage and  
10 Hour Division (“Wage and Hour”), to cover FLSA wage underpayments due to employ-  
11 ees of one such sewing contractor, Blue Sil, Inc. for the period of January 11, 2009  
12 through January 10, 2011;

13 F. Since entry of the original Consent Judgment, an investigation conducted  
14 by Wage and Hour disclosed that Defendant shipped garments that had been worked on  
15 by employees of Apple Style, Inc., its garment sewing contractor, who were not paid the  
16 minimum wage and overtime required under the FLSA:

17 i. During the period of April 7, 2011 through August 7, 2012, Apple  
18 Style, Inc., located at 830 S. Hill St., #629, Los Angeles, CA 90014, employed  
19 employees in and about its place of business in producing, handling, or working  
20 on goods a substantial portion of which was shipped, delivered or sold to places  
21 outside the State of California with knowledge or reason to believe that shipment,  
22 delivery or sale to places outside of California was intended. Its employees, by  
23 reason of their employment, were engaged in commerce or in the production of  
24 goods for commerce within the meaning of the FLSA;

25 ii. During the period of April 7, 2011 through August 7, 2012, Apple Style,  
26 Inc., violated the provisions of FLSA §§ 6 and 15(a)(2), 29 U.S.C. §§ 206 and  
27 215(a)(2), by paying its employees who worked on garments produced for De-  
28 fendant at wage rates less than the applicable federal minimum wage of \$ 7.25

1 per hour;

2                   iii. During the period of April 7, 2011 through August 7, 2012, Apple  
3 Style, Inc., violated the provisions of FLSA §§ 7 and 15(a)(2), 29 U.S.C. §§ 207  
4 and 215(a)(2), by failing to pay its employees who worked on garments produced  
5 for Defendant at time and one half the employee's regular rate for all hours  
6 worked in excess of 40 hours in a work week;

7                   iv. During the period of April 7, 2011 – August 8, 2012, Defendant violat-  
8 ed the provisions of FLSA § 15(a)(1), 29 U.S.C. § 215(a) (1) (the “hot goods”  
9 provision), by transporting, offering for transportation, shipping, delivering or  
10 selling in commerce, or shipping, delivering or selling with knowledge that ship-  
11 ment or delivery or sale in commerce was intended, goods in the production of  
12 which employees of Apple Style, Inc. were not paid the minimum wage and/or  
13 overtime required by FLSA Sections 6 and/or 7, 29 U.S.C. §§ 206 and/or 207 as  
14 described above;

15                  As a result of the violations that have been disclosed since entry of the original  
16 Consent Judgment, both parties agree that additional measures are necessary in order to  
17 promote Defendant's compliance with the FLSA.

18                  It is therefore, upon motion of the attorneys for the Secretary, and for cause  
19 shown,

20                  ORDERED that the Consent Judgment previously entered herein is amended to  
21 read as specified below and that for cause shown it is hereby:

22                  ORDERED, ADJUDGED, AND DECREED that the Defendant, its officers,  
23 agents, servants, and employees and those persons in active concert or participation with  
24 them who receive actual notice of this order (by personal service or otherwise) be, and  
25 they hereby are, permanently enjoined and restrained from violating the provisions of  
26 Section 15(a)(1), 29 U.S.C. § 215(a)(1) of the Fair Labor Standards Act of 1938, as  
27 amended (“FLSA”), in any of the following manners:

28                  1)       Defendant shall not, contrary to FLSA § 15(a)(1), 29 U.S.C. § 215(a)(1),

1 transport, offer for transportation, ship, deliver, or sell in commerce (or ship, deliver, or  
2 sell with knowledge or reason to believe that shipment, delivery, or sale in commerce is  
3 intended) goods in the production of which any employee (of the Defendant or other(s))  
4 has been employed in violation of the FLSA's minimum wage (29 U.S.C. § 206) or  
5 overtime pay provisions (29 U.S.C. § 207);

6       2)    Defendant shall not fail to disgorge, from the gross proceeds of its having  
7 sold or shipped in commerce goods that had been worked on by employees of Apple  
8 Style, Inc. who were not paid the minimum wage and overtime required by the FLSA,  
9 29 U.S.C. §§ 206 and 207, an amount sufficient to cover the back wages due to these  
10 employees under the FLSA. The amount hereby found due to these employees is  
11 \$ 68,338.97 for the period from April 7, 2011 through August 8, 2012.

12       The names of the employees to whom backwages are owed, and the gross back-  
13 wage amount due to each is set forth on the attached Exhibit 1. Defendant previously  
14 deposited an amount sufficient to cover the backwages due with the Wage and Hour Di-  
15 vision. The Secretary shall allocate and distribute the remittances, or the proceeds there-  
16 of, after deducting the amount of legal deductions and forwarding said funds to the ap-  
17 propriate agencies, to the persons named in the attached Exhibit 1, or to their estates if  
18 that be necessary, in her sole discretion, and any money not so paid within a period of  
19 three years from the date of its receipt, because of an inability to locate the proper per-  
20 sons or because of their refusal to accept it, shall be deposited by the Secretary in a spe-  
21 cial deposit account for payment to the proper persons and upon such inability to pay  
22 within 3 years, shall then be deposited in the Treasury of the United States, as miscella-  
23 neous receipts, pursuant to 29 U.S.C. § 216(c);

24       3)    Within 30 days of the entry of this Judgment, Defendant shall hire an inde-  
25 pendent third party monitor, acceptable to the Secretary, to monitor all of its sewing, cut-  
26 ting, finishing, trimming and printing contractors (hereafter "contractor(s)") to enforce  
27 the contractors' compliance with the FLSA. The monitor shall not be considered inde-  
28 pendent if it represents either the manufacturer or contractor involved in this action in

1 any dealings with other parties or the Department of Labor.

2 The monitoring program shall include the following components:

3 A. Random and unannounced site visits to the contractor, at least on a  
4 quarterly basis;

5 B. Review of the contractor's timecards and payroll records on at least a  
6 quarterly basis;

7 C. Private and confidential interviews of at least 20% of the current em-  
8 ployees to determine the hours they work and the wages they are paid. The names  
9 of the employees who are interviewed shall not be disclosed to the employer. At  
10 least one half of the interviews shall be done off work premises;

11 D. Disclosure to the contractor and Defendant of any FLSA compliance is-  
12 sues revealed by the monitoring without revealing the names of employees who  
13 provided the information;

14 E. Review of the contractor's garment registration to determine if the con-  
15 tractor is operating under a valid garment registration;

16 F. The Defendant shall not take any adverse action against any employee  
17 who cooperates with the monitor or who provides information about violations of  
18 the FLSA.

19 The monitor shall produce written reports of its findings which must address each  
20 of the subjects required under this paragraph. Defendant shall maintain these reports for  
21 a period of three years and supply copies to representatives of the Secretary of Labor up-  
22 on their request.

23 4) Where the monitor identifies FLSA violations, Defendant shall ensure that  
24 such violations are corrected within ten business days, including calculation and pay-  
25 ment to employees of any backwages owed. Defendant shall notify the Department of  
26 Labor when such violations are found and the corrective measures taken. The monitor  
27 shall be able to access the contractor's bond (see paragraph 8, set forth below) if neces-  
28 sary.

1       5)    On at least a quarterly basis, Defendant shall conduct a pricing analysis of a  
2 representative sample of garments produced at each contractor's shop to determine  
3 whether the fees it pays to its contractors for their work on Defendant's goods are suffi-  
4 cient in light of the wage requirements of the FLSA. The pricing analysis shall be con-  
5 ducted using the pricing template attached as Exhibit 2. This analysis may be done by  
6 the monitor, Defendant or an independent party. Defendant must incorporate the results  
7 of this pricing analysis into the rates it pays to its contractors. Defendant shall maintain  
8 documentation of these analyses and the measures it took as a result of these analyses for  
9 a period of three years and provide it to representatives of the Secretary of Labor upon  
10 their request;

11       6)    Defendant shall require all contractors with whom it does business, who are  
12 subject to the garment registration requirements of the State of California, to maintain a  
13 valid garment registration. Defendant shall not do business with any garment contractor  
14 without a valid registration;

15       7)    Defendant shall require all sewing contractors with whom it does business  
16 to provide it with copies of the contractors' time and payroll records no later than one  
17 month after the period worked as reflected on the records; i.e., the contractor must sub-  
18 mit the records for workweek ending 9/01/12 no later than 10/01/12;

19       8)    Within 120 days of entry of this Judgment, Defendant shall require all sew-  
20 ing contractors with whom it does business to have obtained a bond in the amount of  
21 \$30,000 or one month's payroll, whichever is more. The bond must be available to pay  
22 backwages to employees in the event violations are discovered by the Defendant, the  
23 monitor, or the Department of Labor. The contractor must maintain this bond through-  
24 out the duration of its work for the Defendant. After 120 days of entry of this Judg-  
25 ment, Defendant shall not enter into any new contract with, extend any contract of or  
26 provide any work to any sewing contractor who has not obtained the bond required un-  
27 der this provision.

28       9)    Defendant shall discuss the following subjects with the owner or top man-

1 agement official of all contractors with whom it does business in order to assess the con-  
2 tractor's willingness and ability to understand and comply with the FLSA prior to enter-  
3 ing into any agreement with the contractor for its services and on a quarterly basis there-  
4 after. Defendant shall maintain for a period of three years documentation showing that  
5 these subjects have been discussed and produce this documentation to representatives of  
6 the Secretary of Labor upon their request:

7 A. The terms of the FLSA, including the contractor's obligation to pay  
8 minimum wage and overtime and maintain accurate records of the hours worked  
9 by and wages paid to its employees;

10 B. How to calculate overtime when employees are paid on a piece rate  
11 basis. The attached Exhibit 3 contains examples of minimum wage and overtime  
12 calculations;

13 C. Whether the proposed price terms are such that the contractor will be  
14 able to comply with the FLSA's minimum wage and overtime requirements;

15 D. The contractor's willingness and ability, in light of the contractor's  
16 prior compliance history, involvement in the industry and financial resources, to  
17 understand and comply with the FLSA;

18 E. The contractor's obligation to inform Defendant immediately when-  
19 ever the contractor is unable to meet any requirement of the FLSA;

20 F. The results of the monitoring and pricing analyses;

21 G. The contractor's obligation to maintain true and accurate payroll rec-  
22 ords, and records of hours worked by all persons who work on goods produced for  
23 the Defendant;

24 H. Defendant must notify its contractors that it shall not conduct busi-  
25 ness with any contractor who is unwilling or unable to comply with the FLSA and  
26 the terms of this Judgment.

27 Defendant shall supply copies of the documentation required by this paragraph to repre-  
28 sentatives of the Secretary of Labor upon their request;

1           10) Defendant shall maintain for a period of three years copies of all cutting  
2 tickets issued to their sewing contractors and supply copies of these records to represent-  
3 atives of the Secretary of Labor upon their request;

4           11) Defendant shall maintain records of all shipments made to retailers for at  
5 least three years from the date the shipment was made and supply copies of these records  
6 to representatives of the Secretary of Labor upon their request;

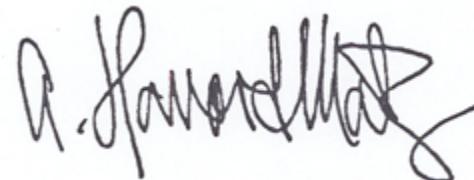
7           12) Defendant shall supply all of its contractors with copies of the attached Ex-  
8 hibit 4, which summarizes terms of this Judgment and the employees' rights under the  
9 FLSA. The English, Spanish and Korean versions are attached. Defendant shall ensure  
10 that its contractors distribute a copy of Exhibit 4 to each of their current employees within  
11 30 days of entry of this Judgment, in the employees' native languages, provide copies  
12 to all new hires, and post a copy at each of its contractor's establishments

13           13) Defendant shall maintain records of all complaints it receives from employ-  
14 ees of its contractors and produce them to representatives of the Secretary of Labor upon  
15 their request; and it is further

16           ORDERED that each party shall bear its own fees and other expenses incurred by  
17 such party in connection with any stage of this proceeding, including but not limited to  
18 attorneys' fees, which may be available under the Equal Access to Justice Act, as  
19 amended; and, it is further

20           ORDERED that this Court retains jurisdiction of this action for purposes of en-  
21 forcing compliance with the terms of this Consent Judgment.

22           Dated: December 13, 2012



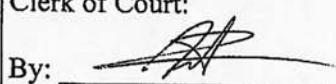
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24           U.S. DISTRICT COURT JUDGE  
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4 For the Defendant, Vicmojess Enterprises, Inc. dba Sole Mio  
5 The Defendant hereby appears, waives any  
6 defense herein, consents to the entry of  
7 this Judgment, and waives notice by the  
8 Clerk of Court:

9  
10 By:   
11 Mike Lee

12 Date 11/6/12

13 Its: \_\_\_\_\_  
14 Owner

15 Attorneys for the Defendant

16 LAW OFFICES OF CHANHO C. JOO  

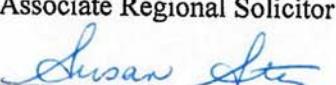

17 CHANHO C. JOO  
18 Attorney at Law  
19 3600 Wilshire Boulevard, Ste. 2036  
20 Los Angeles, CA 90010  
21 Tel: (213) 383-3366  
22 Fax: (213) 383-2469

23 Date 11/6/12

24 For the Plaintiff:

25 M. PATRICIA SMITH  
26 Solicitor of Labor

27 JANET M. HEROLD  
28 Regional Solicitor

29 DANIEL J. CHASEK  
30 Associate Regional Solicitor  


31 SUSAN SELETSKY, Attorney  
32 Attorneys for the Plaintiff  
33 U.S. Department of Labor

34 Date 12/12/12

35 Amended Consent Judgment (Sol #11219954)

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## Exhibit 1

Last name	First name	Period from	Period to	Gross due
Agin	Domingo	01/07/2012	08/04/2012	\$885.13
Arcos	Miguel	08/06/2011	08/04/2012	\$1,514.59
Beltran	Antonio	01/14/2012	08/04/2012	\$3,564.93
Estrada	Inez	01/21/2012	08/04/2012	\$4,146.77
Gonzalez	Isabel	04/09/2011	08/04/2012	\$9,141.48
Hernandez	Pedro	01/14/2012	08/04/2012	\$3,739.42
Juarchaj	Antonio	01/14/2012	08/04/2012	\$3,373.14
Martinez	Gloria	04/09/2011	08/04/2012	\$8,212.11
Mejia	Juan	01/14/2012	08/04/2012	\$2,860.64
Peck	Mauricio	01/14/2012	08/04/2012	\$1,120.42
Perez	Luciano	05/19/2012	08/04/2012	\$1,055.47
Santiago	Sandra	01/07/2012	08/04/2012	\$3,149.47
Tecum	Angel	01/14/2012	08/04/2012	\$1,722.06
Tecum	Daylan	01/14/2012	04/07/2012	\$1,765.81
Unknown	Alejandro	02/04/2012	05/19/2012	\$1,196.83
Unknown	Amilino	01/14/2012	03/31/2012	\$602.72
Unknown	Elika	04/28/2012	07/14/2012	\$1,057.20
Unknown	Elisa	01/14/2012	04/28/2012	\$1,865.25
Unknown	Emilino	01/14/2012	03/10/2012	\$785.14
Unknown	Francisco	01/14/2012	07/28/2012	\$1,164.53
Unknown	Javier	01/21/2012	07/28/2012	\$1,072.24
Unknown	Javier (SN)	01/14/2012	07/07/2012	\$699.66
Unknown	Juan (OL)	03/03/2012	06/09/2012	\$346.44
Unknown	Juan	01/14/2012	06/02/2012	\$1,819.19

1	Unknown	Moises	01/14/2012	07/28/2012	\$1,751.48
2	Unknown	Morado	03/03/2012	06/30/2012	\$2,039.65
3	Unknown	Pedro	01/14/2012	07/28/2012	\$2,688.69
4	Unknown	Philcente	01/14/2012	02/04/2012	\$551.34
5	Unknown	Ramiro	06/30/2012	07/07/2012	\$267.11
6	Unknown	Ricardo	06/23/2012	06/30/2012	\$320.26
7	Unknown	Rosa	01/14/2012	05/19/2012	\$1,135.14
8	Unknown	Thelma	01/14/2012	07/28/2012	\$2,724.64
9					\$68,338.95

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## Exhibit 2

	<u>Garment Pricing Template</u>			
<b>Current State Minimum Wage</b>	\$8.00			
<b>Garment Type</b>	Insert Garment Type for whole garments. Add a description if only partial production or finishing to describe the task.			
	Minutes and Seconds 1st Attempt	Minutes and Seconds 2nd Attempt	Minutes and Seconds 3rd Attempt	Average Minutes
Start by having an average skilled worker produce one piece (or portion thereof) from the purchase order timing it with a stopwatch three times. Record the results to your right. If one of the attempts yields an extremely different result then disregard that attempt and make another sample. Finally, in the 4th column to the right add up the minutes and seconds for each attempt and divide by 3 to arrive at the Average Minutes to produce a garment in whole or part as required by the purchase order.	16.5	14.5	14	15
				<b>Pieces Per Hour One Worker</b>
Determine how many garments can be produced in one hour by dividing 60 minutes by the average number of minutes to produce a garment.				4
				<b>Labor Cost Per Garment Minimum Wage No Taxes or Insurance</b>
Divide the state minimum wage of \$8/hr by the number of garments that a worker can produce in one hour to determine the minimum wage labor cost.				\$2.00
				<b>Labor Cost Plus Taxes and Workers Compensation and Unemployment</b>

1	Estimated cost of workers compensation insurance, unemployment insurance and employer FICA is 30%					\$2.60
3					<b>Pieces Per Day One Worker</b>	
4	Multiply the pieces per hour for one garment worker by 8 to determine how many pieces one worker can produce in one day.					32
7					<b>Worker Fatigue</b>	
8	The number of pieces per day per worker will be reduced by 10% to reflect 90% efficiency accounting for worker fatigue.					28.8
10					<b>The Number of Workers Assigned to Produce this Item</b>	
11	Input the number of workers					20
12					<b>Pieces Per Shop One Day</b>	
13	Multiply the number of garments produced by one worker per day by the number of workers producing that garment to estimate daily production.					576
16					<b>Total Pieces Required by Purchase Order</b>	
17	Enter the number of pieces per purchase order					3000
18					<b>Labor Cost Per Job Minimum Wage</b>	
19	Multiply the total number of pieces required by the Labor Cost Per Garment with taxes and insurance					\$7,800.00
21					<b>Number of 8 Hour Days to Finish the Order</b>	
22	Divide the total number of pieces required by the purchase order by the total pieces your shop can produce in one 8 hour day.					5.21
25					<b>Number of Days You Have to Produce the Order</b>	
26	If this number is less than the number of 8 hour days you must factor in overtime. See the next row below for OT costs.					4

				<b>Number of Garments Subject to Overtime</b>
1				
2	Subtract the number of days you have to produce the order from the number of 8 hour days you have to produce the order. Next multiply that number or fraction of a day by the number of garment you can produce as a shop in one 8 hour day.			696.00
3				
4				<b>Labor Cost Per Job Overtime</b>
5				
6				
7	Mulitply the Labor Cost Plus Taxes, Workers Comp and Unemployment by 1.5. Next multiply this product by the Number of Garments Subject to Overtime to arrive at the total overtime cost.			
8				
9				
10				\$2,714.40
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15		<b><u>Monthly Operating Costs</u></b>		
16		<b>Equipment and Supplies</b>	<b>Rent or Mortgage</b>	<b>Utilities</b>
17	Add the total operating costs and divide by 30 to arrive at the Average Monthly Costs	\$650.00	\$2,500.00	\$300.00
18				
19				
20	Multiply the Average Monthly Cost by the number of days you have to produce the order and then divide product by the number of days in the month to compute the operating cost per job.			
21				
22				
23				
24				
25	The total cost for the job is determined by adding the minimum wage labor cost to the overtime labor cost and adding on the operating cost per job.			
26				
27				
28				\$10,974.40

### Exhibit 3

## Computing minimum wage and overtime on piecework:

## Example 1:

Employee A produced \$200 in piecework and worked 40 hours

$$\$200 / 40 \text{ hours} = \$5.00 \text{ per hour}$$

Difference =  $\$7.25 - \$5.00 = \$2.25$  per hour (underpaid)

*$\$2.25 \text{ per hour} \times 40 \text{ hours} = \$90.00 \text{ minimum wage due}$*

## Example 2:

Employee B produced \$425.00 in piecework and worked 50 hours

$$\$425 / 50 \text{ hours} = \$8.50 \text{ per hour}$$

\$8.50 per hour x 0.5 (half time) = \$4.25 per hour due for OT hours

**$\$4.25 \times 10 \text{ hours} = \$42.50 \text{ in overtime premium due}$**

### Example 3:

Employee C produced \$365.00 in piecework and worked 50 hours

$$\$365 / 50 \text{ hours} = \$7.30 \text{ per hour}$$

Difference in Reg. Rate = \$8.00 (State minimum wage) - \$7.30 = \$.70 per hour

\$.70 x 50 hours = \$35.00 in regular rate due

$\$8.00 \times 0.5 \text{ (half time)} \times 10 \text{ hours of OT} = \$40.00$  in overtime premium due

**Total Due: \$35.00 in regular rate and \$40.00 in overtime premium - \$75.00**

## Exhibit 4

## **LEGAL NOTICE TO ALL EMPLOYEES**

The **Fair Labor Standards Act** provides that all employees must be paid **minimum wage** for all hours worked. In addition, employees must be paid **overtime**, at a rate of time and one half their regular rate, for the hours they work over 40 in a workweek. All employees, whether they are paid **hourly** or on a **piece rate** basis are entitled to an overtime premium when they work over 40 hours.

To resolve a lawsuit brought by the **Department of Labor**, the **United States District Court** entered an Order forbidding **Sole Mio.**, a garment manufacturer, from shipping goods sewn for its label on which employees were not paid the minimum wage or overtime required by the **Fair Labor Standards Act**.

**Sole Mio wants to know if you are not being paid in accordance with the law.** All employees who work in this establishment can help **Sole Mio** not to violate the Court's Order. You can call the U.S. Department of Labor, Wage and Hour Division, at (213) 894-6375 or **Sole Mio at (213) 765-8084.** Your name will not be disclosed.

## **NOTICIA LEGAL A TODOS LOS EMPLEADOS**

La Ley de Normas Razonables de Trabajo determina que se les debe pagar a todos los empleados el sueldo mínimo por todas las horas que ellos trabajen. A la vez, también estipula que cada empleado que trabaje sobre tiempo, más de 40 horas en una semana laboral, se les deberá pagar a tiempo y medio de lo que ganen por cada hora de sobre tiempo trabajada. Todos los empleados, independientemente de que se les pague por hora o por pieza, tienen derecho a que se les pague prima sobre tiempo cuando trabajan más de 40 horas en una semana laboral.

Para resolver una demanda laboral iniciada por el Departamento Del Trabajo, la corte del Distrito de los Estados Unidos expidió una orden que prohíbe a **Sole Mio**, una fábrica de ropa, de enviar la producción de etiquetas a sus distribuidores si en la fabricación de dichos productos no se les pago a los empleados el sueldo mínimo o el sobre tiempo requerido por la **Ley de Norma Razonables de Trabajo**.

**Sole Mio** quiere saber si no se les esta pagando adecuadamente a fin de cumplir con la orden de la Corte. Si usted piensa que no se le pago de acuerdo a lo que la ley indica, por favor llama al Departamento del Trabajo de los Estados Unidos, División de Horas y Salarios al (213) 894-6375 o a **Sole Mio** al número **(213) 765-8084**. Su nombre se mantendrá confidencial.

## 모든 직원에게 법적 공지문

미연방의 공정 근로 기준법은 모든 직원들이 노동 시간에 따라 최소 임금을 받을 수 있도록 규정하고 있습니다.

그리고 또한, 일주일에 40 시간 이상 근무하였을때 초과 시간에 1.5 배의 오버타임(초과 근무 수당) 임금을 지급하게 규정하고 있습니다.

모든 직원은 40 시간 초과 근무했을 때, 시간제 임금을 받거나 생산성과에 따라 임금을 받는것에 상관없이 초과 근무 수당을 지급받을 수 있습니다.

노동청이 제소한 소송을 해결하기 위해 미 연방 지역 법원은 공정 근로 기준법에 의해 의무화된 최소 임금이나 초과 근무 수당을 직원에게 지불하지 않은 물품을 의류 제조업체인 **Sole Mio** 가 발송하지 못하게 명령하였습니다.

이 공장에서 일하는 모든 직원은 Sole Mio  
법정 명령을 준수 할수 있게 도울 수 있습니다.

법에 따른 임금을 받고 있지 않다고 생각하신다면 지금  
**Sole Mio (213) 765-8084** 전화 하십시오.

아니면, 미연방 노동청, 임금과 시간 부처로 (213) 894-6375 전화  
하십시오.

당신의 이름은 비밀로 보장됩니다.